

RECORDED 7248-A
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JUL 11 1974

(No. 2)

ASSIGNMENT OF LEASE AND AGREEMENT dated as of July 1, 1974 (hereinafter called this Assignment), by and between Trust Company Bank, a Georgia banking corporation, as Trustee under a Trust Agreement (hereinafter called the Trust Agreement) dated as of the date hereof with First Security Leasing Company (which has retained the right to transfer all or any part of its interest to certain Permitted Transferees as defined in the Trust Agreement), (such Trustee, together with its successors and assigns, being hereinafter called the Lessor or the Vendee) and First Security Bank of Utah, N.A., not in its individual capacity but solely as Agent under a Finance Agreement dated the date hereof (hereinafter called the Vendor).

WHEREAS, the Vendee and Chicago and North Western Transportation Company (hereinafter called the Guarantor) are entering into a Conditional Sale Agreement dated as of the date hereof (hereinafter collectively called the Security Document), with Pullman Incorporated (Pullman-Standard division), (hereinafter called the Builder) providing for the sale to the Vendee of such units of railroad equipment (hereinafter called the Units) described in the Annexes thereto as are delivered to and accepted by the Vendee thereunder; and

WHEREAS, the Vendor and the Builder have entered into an Agreement and Assignment dated as of the date hereof providing for the assignment of the rights of the Builder under the aforementioned Conditional Sale Agreement to the Vendor (the Conditional Sale Agreement and said Agreement and Assignment being hereinafter collectively called the Security Document); and

WHEREAS the Lessor and the Guarantor have entered into a Lease of Railroad Equipment dated as of the date hereof (hereinafter called the Lease), providing for the leasing by the Lessor to the Guarantor of the Units; and

WHEREAS, in order to provide security for the obligations of the Lessor under the Security Document and as an inducement to the Vendor to invest in the Conditional Sale Indebtedness (as that term is defined in the Security Document), the Lessor has agreed to assign for security purposes its rights in, to and under the Lease to the Vendor;

NOW, THEREFORE, in consideration of the premises and of the payments to be made and the covenants hereinafter mentioned to be kept and performed, the parties hereto agree as follows:

1. Subject to the provisions of Paragraph 11 hereof, the Lessor hereby assigns, transfers and sets over unto the Vendor, as collateral security for the payment and performance of the Lessor's obligations under the Security Document, all the Lessor's right, title and interest, powers, privileges, and other benefits under the Lease, including, without limitation, the immediate right to receive and collect all rentals, profits and other sums payable to or receivable by the Lessor from the Guarantor under or pursuant to the provisions of the Lease whether as rent, casualty payment, indemnity, liquidated damages, or otherwise (such moneys being hereinafter called the Payments), and the right to make all waivers and agreements, to give all notices, consents and releases, to take all action upon the happening of an Event of Default specified in the Lease, and to do any and all other things whatsoever which the Lessor is or may become entitled to do under the Lease. In furtherance of the foregoing assignment, the Lessor hereby irrevocably authorizes and empowers the Vendor in its own name, or in the name of its nominee, or in the name of the Lessor or as its attorney, to ask, demand, sue for, collect and receive any and all Payments to which the Lessor is or may become entitled under the Lease, and to enforce compliance by the Guarantor with all the terms and provisions thereof.

The Vendor agrees to accept any Payments made by the Guarantor for the account of the Lessor pursuant to the Lease. To the extent received, the Vendor will apply such Payments to satisfy the obligations of the Lessor under the Security Document, subject to the limitations contained in the last paragraph of Article 4 of the Security Document, and any balance shall be paid within five business days to and retained by the Lessor. If the Vendor shall not receive any rental payment under the first paragraph of Section 3 of the Lease when due, the Vendor shall notify the Lessor at the address set forth in the Lease. The parties hereto acknowledge that in the event of any conflict of interest under this Agreement or the Security Document the Vendor owes its highest duty to the principals for which it is acting as agent under the aforementioned Finance Agreement and that it will act to serve said principals in accordance with said duty. Notwithstanding anything to the contrary in this Agreement, the Vendor may accept Advance Rent (as defined in the Lease) and use such Advance Rent for the purposes specified in the aforementioned Finance Agreement.

2. This Assignment is executed only as security and, therefore, the execution and delivery of this Assignment shall not subject the Vendor to, or transfer, or pass, or in any way affect or modify the liability of the

Lessor under the Lease, it being understood and agreed that notwithstanding this Assignment or any subsequent assignment, all obligations of the Lessor to the Guarantor shall be and remain enforceable by the Guarantor, its successors and assigns, against, and only against, the Lessor or persons other than the Vendor.

3. To protect the security afforded by this Assignment, the Lessor agrees as follows:

(a) The Lessor will faithfully abide by, perform and discharge each and every obligation, covenant and agreement which the Lease provides are to be performed by the Lessor; without the written consent of the Vendor, the Lessor will not anticipate the rents under the Lease or waive, excuse, condone, forgive or in any manner release or discharge the Guarantor thereunder of or from the obligations, covenants, conditions and agreements to be performed by the Guarantor, including, without limitation, the obligation to pay the rents in the manner and at the time and place specified therein or enter into any agreement amending, modifying or terminating the Lease and the Lessor agrees that any amendment, modification or termination thereof without such consent shall be void.

(b) At the Lessor's sole cost and expense, the Lessor will appear in and defend every action or proceeding arising under, growing out of or in any manner connected with the obligations, duties or liabilities of the Lessor under the Lease.

(c) Should the Lessor fail to make any payment or to do any act which this Assignment requires the Lessor to make or do, then the Vendor, but without obligation so to do, after first making written demand upon the Lessor and affording the Lessor a reasonable period of time within which to make such payment or do such act, but without releasing the Lessor from any obligation hereunder, may make or do the same in such manner and to such extent as the Vendor may deem necessary to protect the security hereof, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof and the rights or powers of the Vendor, and also the right to perform and discharge each and every obligation, covenant and agreement of the Lessor contained in the Lease; and in exercising any such powers, the Vendor may pay necessary costs and expenses,

employ counsel and incur and pay reasonable attorneys' fees, and the Lessor will reimburse the Vendor for such costs, expenses and fees.

(d) The Lessor will hold all payments received by the Lessor which are assigned and set over to Vendor by this Assignment in Trust for the Vendor and will turn them over to the Vendor forthwith in the same form in which they are received for application in accordance with the terms and conditions hereof.

4. The Lessor does hereby constitute the Vendor the Lessor's true and lawful attorney, irrevocably, with full power (in the name of the Lessor, or otherwise), to ask, require, demand, receive, compound and give acquittance for any and all Payments due and to become due under or arising out of the Lease to which the Lessor is or may become entitled, to enforce compliance by the Guarantor with all the terms and provisions of the Lease, to endorse any checks or other instruments or orders in connection therewith and to file any claims or take any action or institute any proceedings which to the Vendor may seem to be necessary or advisable in the premises.

5. Upon the full discharge and satisfaction of all the Guarantor's and the Lessor's obligations under the Security Documents, this Assignment and all rights herein assigned to the Vendor shall terminate, and all estate, right, title and interest of the Vendor in and to the Lease shall revert to the Lessor.

6. On each Closing Date (as defined in the Security Document) the Lessor will furnish the Vendor with an opinion of counsel that this Assignment has been duly authorized, executed and delivered by the Lessor and is a legal and valid agreement binding on the Lessor.

7. The Lessor will, from time to time, do and perform any other act and will execute, acknowledge, deliver and file, register, deposit and record (and will refile, reregister, rerecord or redeposit whenever required) any and all further instruments required by law or reasonably requested by the Vendor in order to confirm or further assure, the interests of the Vendor hereunder.

8. The Vendor may assign all or any of the rights assigned to it hereby or arising under the Lease, including, without limitation, the

right to receive any Payments due or to become due. In the event of any such assignment, any such subsequent or successive assignee or assignees shall, to the extent of such assignment, enjoy all the rights and privileges and be subject to all the obligations of the Vendor hereunder.

9. The Lessor represents and warrants that (a) the Lessor has not executed any other assignment of the Lease and the Vendor's right to receive all payments under the Lease is and will continue to be free and clear of any and all liens, agreements, security interests or other incumbrances, (b) notwithstanding this Assignment, the Lessor will conform and comply with each and all of the covenants and conditions in the Lease and the Conditional Sale Agreement set forth to be complied with by it, (c) to the knowledge of the Lessor, it has performed all obligations on its part to be performed under the Lease and the Conditional Sale Agreement on or prior to the date hereof and (d) the Lease and the Conditional Sale Agreement are in full force and effect and have not been canceled and to the knowledge of the Lessor there has not occurred on or prior to the date hereof any event of default under Conditional Sale Agreement or any event which with notice and/or lapse of time would constitute such an event of default.

10. This Assignment shall be governed by the laws of the State of Georgia, but the parties shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act.

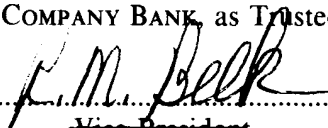
11. The Lessor shall cause copies of all notices received in connection with the Lease and all payments hereunder to be promptly delivered or made to the Vendor at its address set forth in Article 22 of the Security Document, or at such other address as the Vendor shall designate.

12. The Vendor hereby agrees with the Lessor that the Vendor will not, so long as an event of default under the Security Document and the Lease has not occurred and is not then continuing, exercise or enforce, or seek to exercise or enforce, or avail itself of, any of the rights, powers, privileges, authorizations or benefits assigned and transferred by the Lessor to the Vendor by this Assignment, except the right to receive and apply the Payments as provided in Paragraph 1 hereof.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names by officers thereunto duly authorized, and their respective corporate seals to be affixed and duly attested, all as of the date first above written.

TRUST COMPANY BANK, as Trustee

by.....

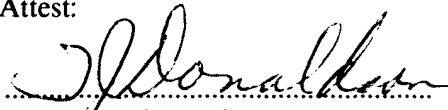


Vice President

Corporate Trust Officer

[CORPORATE SEAL]

Attest:



Assistant Secretary
Assistant Corporate Trust Officer

FIRST SECURITY BANK OF UTAH, N.A.,
as Agent,

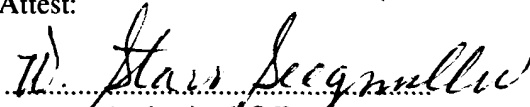
by.....



Authorized Officer

[CORPORATE SEAL]

Attest:



Authorized Officer

STATE OF GEORGIA }
COUNTY OF FULTON } SS.:

On this 17 day of DECEMBER, 1974 before me personally appeared R. M. BELK, to me personally known, who, being by me duly sworn, says that he is a ~~Corporate Trust Officer~~ Vice President of TRUST COMPANY BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said Company and that said instrument was signed and sealed on behalf of said Company by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Company.

Brenda Bertell
Notary Public

[NOTARIAL SEAL]

My Commission expires
NOTARY PUBLIC, GEORGIA STATE AT LARGE
MY COMMISSION EXPIRES NOVEMBER 1, 1977

STATE OF UTAH }
COUNTY OF SALT LAKE } SS.:

On this 20th day of December, 1974 before me personally appeared Robert S. Clark, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Debbie J. Lingenfeld
Notary Public

[NOTARIAL SEAL]

My Commission expires

July 22, 1978

ACKNOWLEDGMENT OF NOTICE OF ASSIGNMENT

Receipt of a copy of, and due notice of the assignment made by, the foregoing Assignment of Lease and Agreement is hereby acknowledged and the terms thereof are hereby consented and agreed to as of July 1, 1974.

CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY

by



Vice President